

**ASSIGNMENT AND BILL OF SALE OF OIL AND GAS LEASE,
WELL AND APPURTENANT EQUIPMENT**

This Assignment and Bill of Sale is made and entered into this 2nd day of _____

July, 2008, by and between **DEBBIE J. COLEMAN, d/b/a D&B RESOURCES, a proprietorship**, having an address at RD #4, Box 231, Cameron, West Virginia 26033, hereinafter "Assignor", and **LEATHERWOOD, INC.**, a Pennsylvania corporation, having its principal place of business at 1800 Washington Road, Pittsburgh, Pennsylvania, 15241, hereinafter "Assignee". This instrument is also executed by **C. R. COLEMAN**, of RD #4, Box 231, Cameron, West Virginia 26033, for purposes stated herein, hereinafter "Warrantor".

WHEREAS, Assignor is the owner of a certain oil and and/or gas well and Lease in Marshall County, West Virginia, as follows:

A Well known as the J. Ercil Bane 1, API No. 47-051-00689 situate in Cameron District, Tax Map 4, Parcel 16, and now operated by Assignor, and the related Oil and Gas Lease of 95 acres, dated April 17, 1986, from Ethel Lena Bane, et al., to C. R. Coleman of record in Marshall County Deed Book No. 515, at page 560, and being the same Lease acquired by Assignor by Assignment from C.R. Coleman, dated August 22, 2006 and of Record in the Marshall County Assignment Book 19, at page 66 (hereinafter called the "Assigned Lease"); and

WHEREAS, by Order of the Marshall County Circuit Court, entered June 30, 1994, in Case Number 86-C-25W, a previous lease to Carl E. Smith, dated June 1, 1977, and of record in Deed Book 479, at Page 183, was declared terminated; and

WHEREAS, by Orders of the Marshall County Circuit Court entered in said civil action on June 30, 1994, and on August 17, 2007, the subject Assigned Lease to C. R. Coleman was declared to be extant and not forfeited;

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT – Assignor does hereby sell, assign, transfer, set over, grant and convey to Assignee, its successors and assigns, the Assigned Lease and Well. This Assignment includes any interest of Assignor in the well bore, all casing, rods, valves, well head fittings and other appurtenant well equipment and well fixtures.

2. WARRANTIES - The Assignor and Warrantor warrant to Assignee, its successors and assigns: (1) that subject to said Circuit Court Orders, Assignor owns full and complete, good and marketable title to the Assigned Lease and Well, free and clear of any liens, encumbrances and/or claims by third parties; (2) that the payment of the rental, royalties and all other monetary obligations contained in the said Assigned Lease, as amended, are current and complete; (3) that the provision of free gas, to the extent required under the Lease, is current and complete; (4) that the Lease remains in full force and effect and Assignor has the right to assign the leasehold for the purposes set forth herein; (5) there are no pending or imminent statutory or regulatory violations relating to the Assigned Well or said Lease; (6) there are no pending or imminent defaults pursuant to the terms of said Lease; and (7) the Well and Lease which are the subject of the within documents are current as to any real estate taxation in Marshall County and, further, the Assignor has not received any notice of any due or imminent real estate tax or assessment liabilities.

3. INDEMNITY – Assignor and Warrantor hereby agree to defend and hold Assignee harmless from any and all claims asserted by third parties against Assignee, its successors and assigns, relative to the property and the property rights assigned and transferred by the within document to Assignee.

4. PLUGGING OF ASSIGNED WELL – Assignee hereby accepts the duty to plug the assigned well to a standard in compliance with applicable statutes and regulations of the state of West Virginia, at such time as Assignee chooses, in its discretion, to cease production and plug said well for purposes including the mining of underground coal.

5. FUTURE COOPERATION – Assignor and Warrantor hereby assign to Assignee all rights, privileges, and claims inuring to them by virtue of the above-referenced civil action, and including the companion action, Civil Action Number 06-C-293K, and agree to cooperate with Assignee in connection with any future activity in said cases, or in related cases, including providing testimony, executing such documents and pleadings as Assignee may direct, and providing background and supporting information and assistance as Assignee may request. Without limiting the requirements of paragraph 3, hereinabove, Assignee shall pay any legal expenses in connection with any requests for cooperation of Assignor and Warrantor in matters not governed by paragraph 3 hereof.

6. MISCELLANEOUS – This document expresses the entire Agreement between the parties; shall not be modified except in writing, signed by all parties hereto; is binding upon the parties, their successors and assigns; and, shall be governed and construed in accordance with the law of the State of West Virginia.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this document effective as of the day and year first above written, intending to be legally bound hereby.

ASSIGNOR:

Debbie J. Coleman

DEBBIE J. COLEMAN, d/b/a D & B
RESOURCES

WARRANTOR:

C.R. Coleman

C.R. COLEMAN

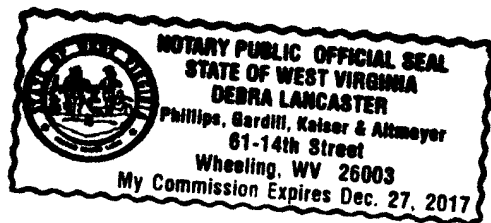
ASSIGNEE:

LEATHERWOOD, INC.

By: [Signature]
Its: Vice President

STATE OF WEST VIRGINIA
COUNTY OF OHIO, TO-WIT:

The foregoing instrument was acknowledged before me this 2nd day of July
2008, by Debbie J. Coleman, d/b/a D & B Resources.



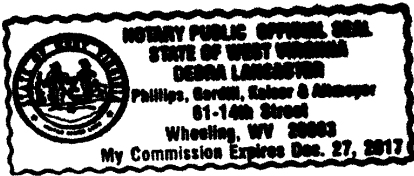
Debra Lancaster

Notary Public

My Commission expires: December 27, 2017

STATE OF WEST VIRGINIA
COUNTY OF OHIO, TO-WIT:

The foregoing instrument was acknowledged before me this 2nd day of July 2008, by C. R. Coleman.

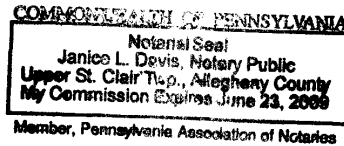


[Signature]
Notary Public
My Commission expires: Dec 27, 2017

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY, TO-WIT:

The foregoing instrument was acknowledged before me this 1st day of July 2008, by Lloyd C. Price, Vice President of Leatherwood, Inc., as and for the act of said corporation.

[Signature: Janice L. Davis]
Notary Public
My Commission Expires: June 23, 2009



This instrument prepared by H. Brann Altmeyer, Phillips, Gardill, Kaiser & Altmeyer, PLLC, 61 Fourteenth Street, Wheeling, WV 26003.

JAN PEST
MARSHALL County 08:47:26 AM
Instrument No 1254937
Date Recorded 07/03/2008
Document Type O&G
Book-Page 670-92
Recording Fee \$5.00
Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 2nd day of July 2008, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 3rd day of July 2008 at 8:47 o'clock A.M.

TESTE: [Signature: Jan Pest] Clerk.